

# Memorandum



**Date:** February 9, 2005

**To:** Honorable Chairman Joe A. Martinez and Members  
Board of County Commissioners

**From:** George M. Burgess  
County Manager

IRCA  
Agenda Item No. 3(C)

**Subject:** Resolution Authorizing Execution Of An Interlocal Agreement With The City Of Coral Gables For A Parking Lot Next To Brothers To The Rescue Park

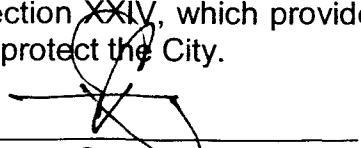
## RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Manager to execute an Interlocal Agreement with the City of Coral Gables for the consent of a sublease with the Coral Gables Police Benevolent Association (PBA) for an 80-space parking lot adjacent to Brothers to the Rescue Park, located at SW 72<sup>nd</sup> Avenue and Coral Way. There is a companion resolution to this item authorizing an agreement for sublease and construction of parking improvements with the PBA for parking to serve Brothers to the Rescue Park.

## BACKGROUND

For many years, Brothers to the Rescue Park has been in need of additional parking. As a result of an agreement with the City of Coral Gables (City) for the construction of its equipment yard and service center, the Waterways Homeowners Association secured the City's commitment to provide 80 new parking spaces on property next to the park it leases to the Coral Gables Police Benevolent Association (PBA). The PBA is actively pursuing the redevelopment of the site and has agreed to sublease property and provide construction of an 80-space parking lot for the use of park visitors. A companion resolution for the sublease with the PBA is also recommended for approval.

The Interlocal Agreement between the City of Coral Gables and Miami-Dade County provides the City's consent of the sublease through June 30, 2032 and for parking lot improvements at the County's expense capped at \$220,000. The County will also be responsible for parking lot maintenance, repairs, and security. The Agreement also includes Section IX, the City's control of lawsuits, wherein the City maintains full Control of Lawsuits affecting the property and Section XXIV, which provides that the agreement should be liberally construed to protect the City.

  
Deputy County Manager



# MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

DATE: March 1, 2005

FROM: Robert A. Ginsburg  
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE  
COUNTY MANAGER TO EXECUTE AN  
INTERLOCAL AGREEMENT WITH THE  
CITY OF CORAL GABLES PROVIDING  
TERMS AND CONDITIONS FOR THE  
COUNTY TO USE CITY OWNED LAND  
FOR PARKING ADJACENT TO BROTHERS  
TO THE RESCUE PARK

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, Miami-Dade County and the City of Coral Gables desire to enter into an Interlocal agreement to govern the conditions by which the City will allow the County to use a portion of City-owned property adjacent to Brothers to the Rescue Park,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Interlocal Agreement between Miami-Dade County and the City of Coral Gables, in substantially the form attached hereto and made a part thereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, after approval by the County Attorney's Office and to exercise all rights contained therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of March, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. YMMC

By: \_\_\_\_\_  
Deputy Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORAL GABLES**  
**AND MIAMI-DADE COUNTY**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF CORAL GABLES, a municipal corporation of the State of Florida, (hereinafter called the CITY), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter called the COUNTY).

**WITNESSETH:**

WHEREAS, the COUNTY owns and operates a public park and recreation facility known as the Brothers to the Rescue Memorial Park (the "Park,") located at 7330 SW 24<sup>th</sup> Street; and

WHEREAS, the CITY owns land adjacent to the Park leased and operated by the Coral Gables Police Benevolent Association (the PBA Parcel); and located at 7350 SW 24<sup>th</sup> Street; and

WHEREAS, the COUNTY needs additional Park visitor parking; and

WHEREAS, pursuant to an agreement ("Waterway Agreement") entered into by and between the CITY and the "Waterway Association" the City obligated itself to make available to the COUNTY 80 parking spaces on the PBA Parcel; and

WHEREAS, the CITY, pursuant to its obligation under the Waterway Agreement, is, pursuant to the terms of this Agreement, documenting its agreement with the COUNTY to allow the COUNTY to establish 80 parking spaces on the PBA Parcel for the non-exclusive use (or such joint use as the COUNTY and PBA may agree upon) of parked visitors, under the terms and conditions of this Agreement, and the PBA has agreed to enter into a sublease with the COUNTY incorporating the terms and conditions contained in this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **PREMISES TO BE LEASED**

Subject to the terms and conditions contained herein, CITY does hereby consent to a sub-lease to COUNTY by the PBA, of a portion of the following described parcel of land, hereinafter called the PARKING PARCEL, lying and being in the County of Miami-Dade, State of Florida:

### **Legal Description**

Parcel "B": the East 357.47 Feet, of the West 749.13 Feet, of the North 505.00 feet, of Tract 1, as measured along the North and West Lines thereof, of Utilities Center, and Plat Book 50 at Page 91, of the Public Records of Dade County, Florida, Less:

Parcel "B" Part I: The North 45.00 Feet, of the East 357.47 Feet, of the West 749.13 Feet, of the North 505.00 Feet of Tract 1, as measured along the North and West Lines thereof, of Utilities Center, of Plat Book 50 at Page 91, of the Public Records of Dade County, Florida; and

Parcel "B" Part 2: Beginning at the Southwest corner of Part 1 of Parcel "B", as said Parcel "B" as hereinbefore described; thence proceeding in an easterly direction along south Line of said Part 1 of Parcel "B" for a distance of twenty-five feet to a point; thence in a southerly direction at an angle of 89 degrees 29 minutes 45 seconds to the right for a distance of 209.00 feet to a point; thence in a westerly direction at an angle of 90 degrees 00 minutes 00 seconds to the right, for a distance of 17.00 feet, more or less, to a point on the Westerly boundary line of Parcel "B" as said Parcel "B" as hereinbefore described; thence in a northerly direction along said westerly line of Parcel "B" as said Parcel "B" as hereinbefore describe, for distance of 209.00 feet, more or less, to the point of beginning.

A diagram of the portion of the parcel subject to this agreement is attached hereto as Exhibit "A," entitled "Site Plan". If the portion described in Exhibit A becomes unavailable for use as surface parking, the parties may agree on another mutually agreeable portion of the PBA parcel.

## **II.** **TERM OF AGREEMENT**

It is the intent of the Waterway Agreement that the 80 parking spaces be made available to the COUNTY for so long as the COUNTY operates the park. The term of the CITY's lease with the PBA runs through June 21, 2032. Provided the COUNTY continues to operate the park, the PARKING PARCEL shall be available to the COUNTY, pursuant to the sublease with the PBA through June 31, 2032, and if that lease is renewed by the PBA, for such additional renewal time. In the event the CITY's lease with the PBA should terminate for any reason, the CITY, in accordance with the express language, spirit and intent of the Waterway Agreement, shall enter into an appropriate agreement with the COUNTY for the 80 parking spaces, which agreement shall carry out the intent of the Waterway Agreement as does this Interlocal Agreement.

### **III.** **USE OF PROPERTY**

COUNTY shall have non-exclusive use (or such joint use as the COUNTY and PBA may agree upon) of the PARKING PARCEL as a parking lot, which provides a minimum of eighty (80) parking spaces for users of the park for so long as the County shall own and operate the park. The County Parking Lot shall contain appropriate striping, signage, drainage and lighting. The County through the PBA shall be responsible for satisfying all legal requirements relating to the design and construction of the Parking Lot, including those relating to zoning, ingress and egress and accessibility and shall be solely responsible for obtaining all necessary permits for construction and certificates of use and occupancy. Notwithstanding the foregoing, this Agreement is expressly subject to a condition that the County shall allow the PBA and its agents and assigns, access to PBA property at all times.

The PARKING PARCEL shall not be used for the following uses:

- (i) any unlawful or illegal business, use or purpose, or for any business, use or purpose which is immoral, disreputable, extra-hazardous, or constitutes a nuisance of any kind (public or private);  
or
- (ii) any purpose related to the use of the parking lot, which violates the Certificates of Occupancy (or other similar approvals of applicable governmental authorities).

No covenant, agreement, conveyance or other instrument shall be effected or executed by COUNTY or any of its successors or assigns, whereby the PARKING PARCEL or any portion thereof is restricted by COUNTY, or any successor in interest, upon the basis of race, color, religion, sex, sexual orientation or national origin in the sale, lease, use or occupancy thereof. COUNTY shall comply with all applicable state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, religion, sex, sexual orientation or national origin, use or occupancy of the PARKING PARCEL. The CITY agrees that the COUNTY retains the discretion to set the hours of operation for the PARKING PARCEL.

#### **IV.** **IMPROVEMENTS**

The COUNTY shall compensate the CITY or CITY's designee for costs associated with any improvements made by CITY to the PARKING PARCEL, subject to the prior written approval of the COUNTY. In the event the improvements on and to the PARKING PARCEL should be destroyed or damaged by fire, windstorms, or other casualty, COUNTY will be responsible to properly repair and restore the property being used by the park visitors. COUNTY agrees that no construction; alterations or improvements may be undertaken by it upon the

PARKING PARCEL without the express written agreement of the CITY. All work or improvements performed by COUNTY shall be done in a good and workmanship manner and in accordance with all applicable governmental permits, laws, ordinances and regulations. Upon the termination, cancellation or expiration of the Agreement, or any extension thereof, all permanent improvements, in their then existing condition, shall become the property of CITY, or shall be removed by COUNTY at CITY's option.

**V.**  
**REPAIRS AND MAINTENANCE OF THE PREMISES**

The COUNTY, at its sole cost and expense, shall maintain the PARKING PARCEL in good order and condition, and make all necessary repairs thereto.

The term "repairs" shall be as referred to commonly but shall also include all replacements, renewals, alterations, additions, and betterments deemed necessary by COUNTY, and shall not fall below industry standards. All repairs made by COUNTY shall be at least similar or equal in quality and class to the original work, ordinary wear and tear expected. COUNTY shall keep and maintain all portions of the PARKING PARCEL in a clean and orderly condition, free of dirt, rubbish, graffiti and unlawful obstructions. CITY, at its option, and after fifteen (15) days written notice to COUNTY may perform any maintenance or repairs required of COUNTY hereunder, which have not been performed by COUNTY following the notice described above and may seek reasonable costs and expenses thereof from COUNTY, which costs shall be paid by COUNTY immediately upon demand by CITY.

The COUNTY shall cause the PARKING PARCEL and improvements and every part thereof, to be kept and maintained in good condition and repair. The COUNTY will be responsible for litter pickup and removal resulting from the COUNTY's period of use. The COUNTY will be responsible for general maintenance and the repair and replacement including,

but not limited to fences, gates, utility poles and landscape material resulting from damage caused by COUNTY's period of use.

**VI.**  
**COMPLIANCE WITH LAWS AND ORDINANCES**

Throughout the term of this Agreement, CITY and COUNTY shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as they apply to this Agreement.

**VII.**  
**SECURITY**

It is expressly understood that COUNTY is solely responsible for the personal safety of its employees, invitees, or any other persons entering the PARKING PARCEL in connection with this Agreement as well as any and all equipment and/or personal property installed or brought into the PARKING PARCEL. Other than as a result of CITY's actions, CITY shall not in any way assume responsibility for the personal safety of such persons, equipment, or personal property in case of loss, theft, damage, or any other type of casualty that may occur. COUNTY shall provide additional security, if any, at its sole cost and expense to insure the personal safety of its employees, agents, invitees, and others, as well as to protect any personal property in the PARKING PARCEL.

**VIII.**  
**INDEMNIFICATION**

COUNTY shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and cost of defense, which the CITY or its officers, employees, agents and instrumentalities may occur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the use of the PARKING PARCEL by the

COUNTY or its employees, agents, servants, partners, principals or subcontractors. COUNTY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees, which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 of the Florida Statutes, subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the COUNTY arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action that may arise as a result of the negligence of the COUNTY.

#### **IX.**

#### **CITY'S CONTROL OF LAWSUITS**

The parties agree that in any lawsuit brought in its name or defended in its name, CITY must retain all final control and authority of the lawsuit. Therefore, in any lawsuit envisioned in this agreement in which CITY is a party, CITY retains full control of the lawsuit, including full authority to determine what legal actions or positions may be asserted to the courts in the name of the CITY and the full authority to settle or compromise any claim. COUNTY agrees that its responsibilities under this agreement continue in full force and effect regardless of any decision of CITY in this regard.

#### **X.**

#### **PAYMENT OF TAXES, ASSESSMENTS, ETC.** **COUNTY'S OBLIGATION FOR IMPOSITIONS.**

To the extent permitted by law, and not including any impositions that COUNTY is

exempt from, COUNTY shall pay or cause to be paid, any fine, penalty, interest or cost which may be added thereto, all impositions, which at any time during the term of this Agreement have been, or which may become, a lien on the PARKING PARCEL, or any part thereof, or any appurtenance thereto, excluding, however, any real estate, sales tax, ad valorem tax, environmental fine or similar imposition assessed, levied, confirmed, imposed upon or becoming a lien upon any part of the PARKING PARCEL.

**XI.**  
**ENTRY ON PREMISES BY LANDLORD**  
**INSPECTION BY LANDLORD OF PARKING PARCEL**

The CITY, or any of its agents, shall have the right to enter upon said premises during all reasonable hours to examine the same, or to inspect, repair, and/or maintain. Such entry shall not unreasonably disturb the occupants thereof, however, it is hereby agreed and understood that safety and maintenance of the property is paramount and will take precedence over any other activity in the PARKING PARCEL.

**XII.**  
**RIGHTS TO SUBLEASE OR ASSIGNMENT**

COUNTY shall have the right to sublease or assign the PARKING PARCEL only with the express written consent from CITY, which may be granted by the City Manager, subject to the condition that the PARKING PARCEL may only be used for parking for the Adjacent Park and to all other conditions imposed in this Agreement .

**XIII.**  
**INSURANCE**

Because COUNTY is self-insured for general liability, City will not be named as additional insured. However, consistent with the indemnification provision of this Agreement, COUNTY agrees to defend all claims brought against COUNTY or CITY resulting from COUNTY use of the PARKING PARCEL. COUNTY assumes liability, where applicable, for

any damage or injury that may be sustained by any party or person on the PARKING PARCEL arising solely out of the COUNTY's neglect, act, or omissions, but only to the extent and within the limitations of Section 768.28, Florida Statutes, as may be amended from time to time.

#### **XIV.** **TERMINATION**

COUNTY shall have the right to terminate this Agreement by giving CITY written notice sixty (60) days prior to the effective date of such termination.

COUNTY shall provide CITY with written notice of any failure to perform or comply with the terms and conditions contained herein to be performed by CITY. If CITY fails to cure, or make a reasonable effort to cure, said default within thirty (30) days, COUNTY shall give CITY notice of such fact and shall have the right to terminate this Agreement.

The CITY acknowledges that the COUNTY will undertake a substantial investment in constructing the COUNTY Parking Lot. The CITY shall have the right to terminate this Agreement only upon a material breach of this Agreement and then, only after notice and an opportunity to cure is provided as set forth hereafter. Upon material breach of this Agreement by the COUNTY, the CITY shall give COUNTY notice of such material breach stating in detail the exact nature of the material breach. If, within thirty (30) days of COUNTY's receipt of such notice, COUNTY has failed to implement a cure of said breach, the CITY shall provide the COUNTY, in writing, a notice of COUNTY's failure to timely commence its cure. If within thirty (30) days after COUNTY's receipt of the second notice, the COUNTY has not commenced its cure, the CITY may terminate this Agreement upon an additional thirty (30) days written notice to COUNTY.

In the event the CITY terminates the COUNTY's right to occupy the Parking Lot, the CITY shall reimburse the COUNTY the unamortized portion of the County's funds used to

construct the County Parking Lot, totaling two-hundred twenty thousand (\$220,000). The COUNTY's funds shall be amortized over a 240 month period from the time the County receives certificates of occupancy and use for the parking lot and repayment shall be for the prorata amount remaining.

**XV.**  
**NOTICE AND GENERAL CONDITIONS**

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by registered mail addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

1. In the case of notice or communication to CITY:

City of Coral Gables  
Office of the City Manager  
405 Biltmore Way  
Coral Gables, Florida 33134

cc: City Attorney  
Public Works Director

2. In the case of notice of communication to COUNTY:

Miami-Dade County  
Office of the County Manager  
111 NW First Street  
Miami, Florida 33131

Cc: County Attorney  
Parks & Recreation Director

3. In the case of notice or communication to Waterway Neighborhood Association:

Waterway Neighborhood Association  
7393 South Waterway Drive  
Miami, FL 33155

4. In the case of notice or communication to the Coral Gables Police Benevolent Association (PBA):

Coral Gables Police Benevolent Association, Inc.  
2801 Salzedo Street  
Coral Gables, FL 33134

**XVI.**  
**SURRENDER OF PREMISES**

Upon expiration or other termination of this Agreement, COUNTY shall immediately surrender possession of the Premises to CITY in substantially the condition in which COUNTY is required to maintain the Premises except for reasonable wear and damage by fire or casualty. If, within ten (10) days following surrender of PARKING PARCEL, COUNTY fails to repair or replace any damage to the Premises caused by COUNTY, its agents, employees or invitees, CITY may, at its option, cause all required maintenance, repairs or replacements to be made, which costs COUNTY shall pay to CITY.

**XVII.**  
**FORCE MAJEURE**

Notwithstanding any of the provisions of this Agreement to the contrary, and except as provided herein, neither the COUNTY or the CITY, as the case may be, nor any successor in interest, shall be considered in breach of or in default of any of its obligations, including but not limited to the preparation of the Property for development, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to strikes, lockouts, Acts of God, unusual delay in obtaining or inability to obtain labor materials due to governmental restrictions, enemy action,

civil commotion, fire sabotage, unavoidable casualty or other similar causes beyond the reasonable control of a party. The party seeking the benefit of the provisions of this Article shall, within sixty (60) days after such party shall have become aware of such unavoidable delay, give notice to the other party thereof in writing of the causes thereof and the time delayed.

**XVIII**  
**PRESERVATION OF COUNTY'S RIGHT TO PARKING PARCEL**

The CITY agrees that any agreement which the CITY enters into with a third party to lease, license, or otherwise dispose of the PBA Parcel shall preserve the COUNTY's right to utilize eighty (80) parking spaces on the PBA Parcel. It is the intent of this Agreement, as well as the Waterway Agreement, that the COUNTY shall have the right to utilize the PARKING PARCEL for so long as the County operates the Park. The termination of that right prior to the time the COUNTY may cease to operate the Park shall require the agreement of the COUNTY and the agreement of the Waterway Association. This obligation shall expire in the event that the Park ceases to operate.

**XIX.**  
**NON-DISCRIMINATION**

COUNTY agrees that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, in the use of the PARKING PARCEL and improvements thereof.

**XX.**  
**AMENDMENTS**

CITY and COUNTY, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Any and all amendments shall be effective only if in writing and signed by CITY and COUNTY and shall be incorporated as part of this Agreement.

**XXI.**  
**CONSTRUCTION OF AGREEMENT**

This Agreement shall be construed and enforced according to the laws of the State of Florida.

**XXII.**  
**SEVERABILITY**

In the event any paragraph, clause or sentence of this Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof.

**XXIII.**  
**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

All parties hereby agree that they shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as they apply to this Agreement.

**XXIV.**  
**LIBERAL INTERPRETATION**

The purpose of this Agreement is to protect CITY from any direct or indirect expenses that may arise from any claim stemming directly or indirectly from this Agreement. Accordingly, this Agreement will be liberally interpreted to protect CITY from the expenses, damages, costs, attorney's fees, and expenses of such claims that would not have arisen but for the Agreement. Any and all provisions of law that might require or suggest a strict construction of this document, which would lessen the protections provided to CITY, or limit or restrict such protections, are hereby waived by the parties. The provisions of this Agreement shall be severable and if any part is deemed illegal and void the remainder of the Agreement shall continue to have full force and effect.

**XXV.**  
**WAIVER**

No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by CITY and COUNTY. The failure of any party to insist upon strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants or conditions, but the same shall continue and remain in full force and effect.

**XXVI.**  
**ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties.

**XXVII.**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written.

ATTEST:

\_\_\_\_\_  
Walter Foeman, City Clerk

ATTEST:

\_\_\_\_\_

AS TO  
CITY OF CORAL GABLES

\_\_\_\_\_  
David L. Brown, City Manager

AS TO  
MIAMI-DADE COUNTY

\_\_\_\_\_  
George M. Burgess, County Manager

WITNESSES

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001, by David L. Brown and Walter Foeman, as City Manager and ~~Acting~~ City Clerk, respectively, for the CITY OF CORAL GABLES, a Florida Municipal Corporation.

(SEAL)

Or

\_\_\_\_\_  
NOTARY PUBLIC  
Personally Known \_\_\_\_\_  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2001, by \_\_\_\_\_, and \_\_\_\_\_, for MIAMI-DADE COUNTY, a political subdivision of the State of Florida.

(SEAL)

Or

\_\_\_\_\_  
NOTARY PUBLIC  
Personally Known \_\_\_\_\_  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

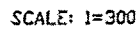
APPROVED AS TO FORM

\_\_\_\_\_  
Elizabeth M. Hernandez  
City Attorney

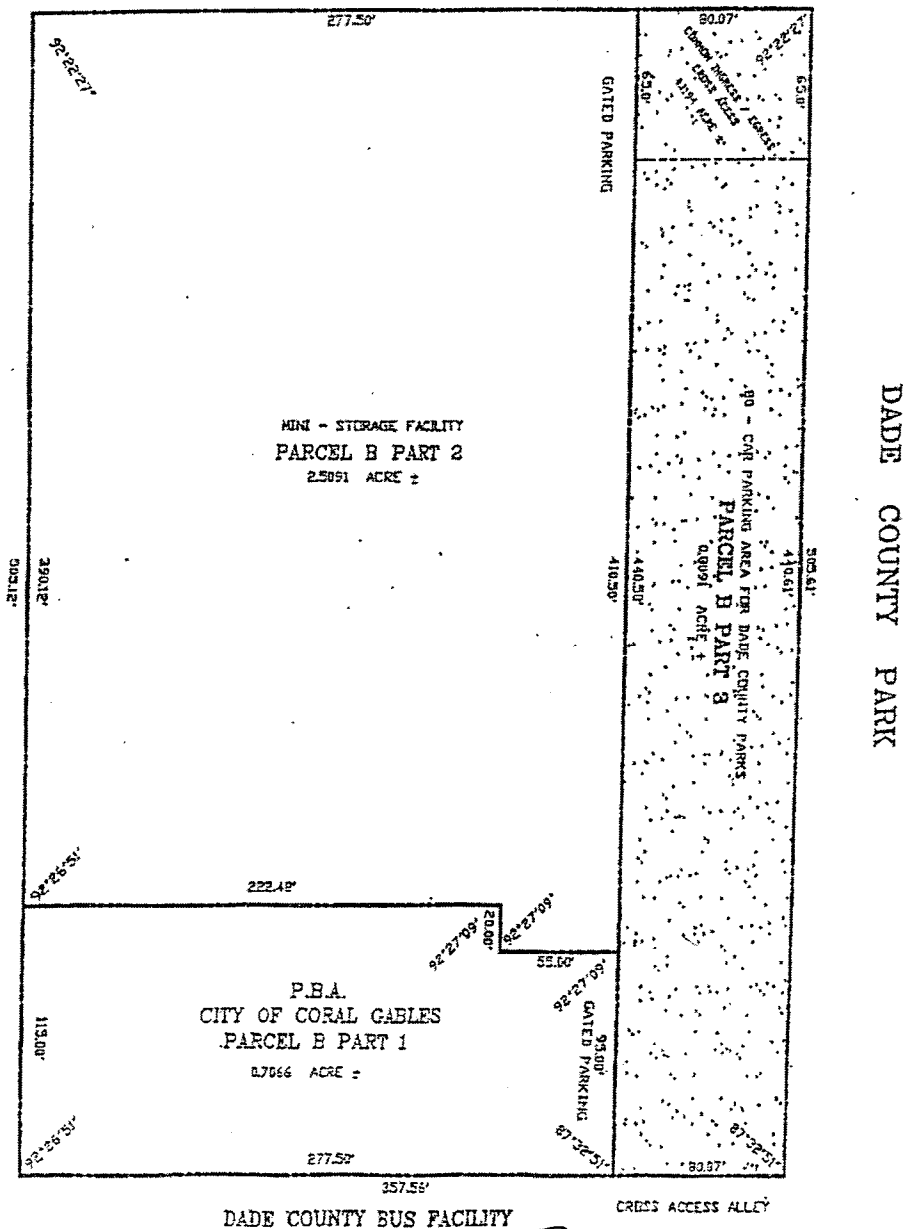
Prepared by: Elizabeth M. Hernandez, City Attorney  
405 Biltmore Way, Coral Gables, Florida 33134

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Exhibit "A"



257.50



FILE NO. 230G-26M